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**FILED**

MAR - 5 2021

UNITED STATES BANKRUPTCY COURT  
SAN FRANCISCO, CA *36*

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

**In re:  
PG&E CORPORATION,**

**and**

**PACIFIC GAS AND ELECTRIC  
COMPANY,**

**Debtors .**

Case Nos. 19-30088 DM (Lead Case)  
19-30089 DM

Chapter 11  
*Jointly Administered*

**REPLY TO DEBTORS' RESPONSE TO  
KENNETH B SALOMON'S REQUEST FOR  
MEDIATION AND FOR SANCTIONS**

Date: March 9, 2021  
Time: 10:00 a.m. (PST)  
Place: **(Telephonic or Video Only)**  
United States Bankruptcy Court  
450 Golden Gate Avenue  
Courtroom 17, 16<sup>th</sup> Floor  
San Francisco, CA 94101  
Judge: Hon. Dennis Montali

**RELATED DKT. NOS. 10259, 10054**

- ☐ Affects PG&E Corporation  
☒ Affects Pacific Gas and Electric Company  
☐ Affects both Debtors

KENNETH B SALOMON hereby replies to *Debtor's Response to Notice of Request and Request to Mediate Claim of Kenneth B Salomon and for Sanctions* (the "**Response**") of February 23, 2021.

Debtor's Response does not object to the Request, in particular the case made therein for sanctions, rather it

(i) misinforms the Court that "Mr. Salomon's ...claim has been settled *pursuant to the General ADR Procedures*," Response p. 2, lines 7-8, (emphasis added), and

(ii) argues that the Request be denied because mediation of the claim and sanctions are mooted - coincidentally by Debtor's acceptance on February 23, 2021 of a counteroffer made on January 25, 2021.

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2 . The obstacles and dilatory impediments to settlement identified in the Request (Heading II.A)  
3 were present in the Original Notice of Offer of December 24, 2020 and remained so in the Notice of  
4 Revised Offer of January 25, 2021 even after notice to Debtor's agent Prime Clerk. Only upon *filing the*  
5 *Request* did Debtor fix the Portal. Importantly, through Debtor's intransigence they did achieve a  
6 significant delay in the Offer process; a total of 30 days elapsed between the making of the counter offer on  
7 January 25<sup>th</sup> and its acceptance on February 23<sup>rd</sup>! One is left to ponder what took so long? Besides the  
8 inoperative Portal, the answer is Debtor's Response to the Request was due on the 23<sup>rd</sup> and the issue of  
9 sanctions would have been reached absent a claim of settlement. Thus it is submitted that it was the  
10 Request, not the General ADR Procedures, through which settlement was achieved..

11 II. Sanctions on Debtors not mooted by the Settlement but made more appropriate.

12 Despite this intransigence a settlement was reached, nevertheless sanctions are warranted not only  
13 for the reasons cited in Request (Heading IV) but, as it turns out, for failing to negotiate in good faith as  
14 required by the Offer Procedures. Again, only upon filing the Request did Debtors accept a counteroffer;  
15 the Offer Procedures were unavailing until the Request was filed and their Response was due. Furthermore,  
16 settlement was arrived at *not on the relative merits* of the Lawsuit underlying the Claim, or on its defenses  
17 (*Id.*, II.B), but to enable Debtors' argument that sanctions are mooted somehow by reaching settlement.

18 Initial and Revised Offers by Debtor were far from credible or satisfactory (*Id.*). Debtor agreed to  
19 the counteroffer to their Revised Offer *on the same day* their Response seeking denial of sanctions was  
20 filed with this Court exhibiting lack of good faith negotiations by Debtors in the Offer Procedures up to the  
21 very day a Response to the Request was due in Court.

Sanctions as measured by the difference between the settlement amount and the amount stated in the Proof of Claim are just and appropriate under Section IV.E of the General ADR Procedures as notice to Debtors to employ the Offer Procedures in good faith without the need for court intervention.

Respectfully submitted,

26 Kenneth B. Solomon

Kenneth B Salomon

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- |  |
|--|
| <input type="checkbox"/> Affects PG&E Corporation<br><input checked="" type="checkbox"/> Affects Pacific Gas and Electric Company<br><input type="checkbox"/> Affects both Debtors |
|--|

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**CERTIFICATE OF SERVICE**

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Time: 10:00 a.m. (PST)  
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Dept. 17, 16<sup>th</sup> Floor  
450 Golden Gate Ave  
San Francisco, CA 94101  
Judge: Hon. Dennis Montali

**CERTIFICATE OF SERVICE**

On March / , 2021 I served a true and correct copy of the following document:

**REPLY TO DEBTOR'S RESPONSE TO KENNETH B. SALOMON'S REQUEST FOR  
MEDIATION AND FOR SANCTIONS**

on Dara L. Silveira, KELLER BENVENUTTI KIM LLP, Attorneys of Record for Debtors PG&E Corporation and Pacific Gas and Electric Company by electronically transmitting the document listed above to the email address [dsilveira@kbbkllp.com](mailto:dsilveira@kbbkllp.com) **and** by USPS First Class Mail in a postage-paid sealed envelope addressed to Dara L. Silveira, KELLER BENVENUTTI KIM LLP, Attorneys of Record for Debtors PG&E Corporation and Pacific Gas and Electric Company, 650 California Street, Suite 1900, San Francisco, CA 94108 and deposited at the St. Helena CA Post Office prior to pickup.

I am not a party to this proceeding, my street address is 740 Chiles Ave, St. Helena CA and my email address is [kellysalomon@yahoo.com](mailto:kellysalomon@yahoo.com).

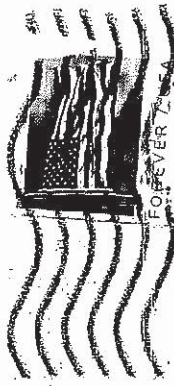
I certify under the penalty of perjury that the foregoing is true and correct of my own personal knowledge.

At St. Helena, CA on March 1, 2021.

Sharon K. Kelly  
Sharon K. Kelly

K SALOMON  
THO. CHILES AVE  
ST HELENA CA 94574

OAKLAND CA 945  
26 FEB 2021 PM 7 L

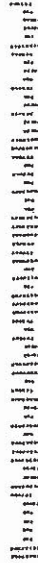


U.S. Bankruptcy Court  
450 Golden Gate Ave  
Mail Box 36099  
San Francisco CA 94102-3609

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MAR -5 2021

UNITED STATES BANKRUPTCY COURT  
SAN FRANCISCO, CA



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